PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8550 WEST BRYN MAWR AVENUE
CHICAGO, ILLINOIS
PHONE: (312) 693-6300

THIS AGREEMENT made and entered into on the ________ day of ________, 19__, by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for employees (classification: ________) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be so appointed in accordance with the terms of the Trust Agreement(s).

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is: January 9, 1989

4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is: n/a

5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of $ $13.00 daily per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to $________
effective ________ increased to $________
effective ________ increased to $________
effective ________ increased to $________

5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the sum of $ ________ per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to $________
effective ________ increased to $________
effective ________ increased to $________
effective ________ increased to $________

5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contract change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been sent to the Fund(s).

6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employee persons and supervisors, among others.

7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.

8. Payments of Employer contributions are to be mailed to the American National Bank and Trust Company of Chicago, LaSalle at Washington, Chicago, Illinois, 60690, or to such other depository as the Trustees may designate.

9. On or before the fifteenth (15th) day of the month after the date of a bill, the Employer must report to the Fund(s) any changes in the status of members that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of said liability for the amounts billed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leaves, layoffs or other changes. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).

10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied first to any interest due and then to the oldest unpaid balance.

11. If an Employer signs a collective bargaining agreement through an Employer Association mandating participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the [illegible] of the Association.

12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

(over)

238 – Cen

331 323

13. For purposes of this Agreement, the following definitions will govern:

(1) "Employer", as used herein, shall mean any Employer who is bound [illegible] and agrees to be bound by the Trust Agreement [illegible] a party to such collective bargaining agreement who [illegible] Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).

(2) "Employee", as used herein, shall mean: [illegible]

(a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement [illegible] between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or

(b) All persons employed by the Union, as herein defined, upon being [illegible] by the Union and upon acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer solely for the purpose of contributions, and shall, on behalf of such [illegible] be presently required to make contributions to the Pension and/or Health and Welfare Fund at the same [illegible] rate of [illegible] to that required by any other Employer who participates in the Trust Fund [illegible]

(c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be considered [illegible] solely for the purpose of contributions, within the meaning of the Agreement(s) and [illegible] on behalf of such personnel, make or be presently required to make contributions to the Fund(s) at the [illegible] of payment equal to that required by any other Employer who participates [illegible]

(d) In all instances the common law test, or the applicable statutory [illegible] the Employee status.

(e) The continuation of Employee status once established shall be subject to [illegible] may adopt according to law.

(3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to grant credited service to an Employee.

(4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of a bill.

14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) [illegible] and/or interpretation of the collective bargaining agreement's provisions [illegible] Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and shall not be subject to the grievance [illegible] or any other adjudicatory clause or clauses of the collective bargaining agreement. [illegible] any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth [illegible] either party is free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the [illegible] signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF, said Employer and Union have [illegible] representatives, the day and year first above written.

Henkels and McCoy, Inc.

EMPLOYER

1186 O'Rourke Blvd.
Gaylord, MI 49735

COMPLETE ADDRESS OF EMPLOYER

GENERAL TEAMSTERS [illegible] No. [illegible]

UNION

23-1[illegible] FEDERAL EMPLOYER NUMBER

BY [illegible]

If Employer is signed to Area Contract, give name of such Contract: [illegible] National [illegible] Agreement

MAY 23

324

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8550 WEST BRYN MAWR AVENUE
CHICAGO, ILLINOIS
PHONE: (312) 693-5300

RECEIVED 90 SEP 25

THIS AGREEMENT made and entered into on the ____________ day of ____________________ by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for employees (classification: Driver) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is ____________________

4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is N/A

5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of $ 69.00 per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to $____________
effective ____________ increased to $____________
effective ____________ increased to $____________
effective ____________ increased to $____________

5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the sum of $ ____________ per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to $____________
effective ____________ increased to $____________
effective ____________ increased to $____________
effective ____________ increased to $____________

5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been sent to the Fund(s).

6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.

7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.

8. Payments of Employer contributions are to be mailed to the American National Bank and Trust Company of Chicago, LaSalle at Washington, Chicago, Illinois, 60690, or to such other depository as the Trustees may designate.

9. On or before the fifteenth (15th) day of the month after the date of a bill, the Employer must report to the Fund(s) any changes in the status of members that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts billed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leaves, layoffs or other charges. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).

10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied first to any interest due and then to the oldest unpaid balance.

11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employers of the Association.

12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

(over)

13. For purposes of this Agreement, the following definitions will govern:

(1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).

(2) "Employee", as used herein, shall mean:

(a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or

(b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or

(c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.

(d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.

(e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

(3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of such wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.

(4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of a bill.

14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Henkels & McCoy
EMPLOYER

P. O. Box 847
Salem, Il 62881
COMPLETE ADDRESS OF EMPLOYER

23-1555-602
FEDERAL EMPLOYER NUMBER

BY [signature] Division Manager

Automotive, Petroleum & Allied Trades Teamsters Local Union No 50 affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

BY [signature]

If Employer is signed to Group Contract, give name of such Contract: ____

CENTRAL STATES
SOUTHEAST AND
SOUTHWEST AREAS
HEALTH AND WELFARE AND PENSION FUNDS

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8550 WEST BRYN MAWR AVENUE
CHICAGO, ILLINOIS
PHONE: (312) 693-6300

THIS AGREEMENT made and entered into on the 5 day of AUGUST by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for employees (classification: 15) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreements), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is 8/5/91.

4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is ________

5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of $ 69.00 per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to $______
effective 8/9/91 - END OF CONTRACT increased to $______
effective ______ increased to $______
effective ______ increased to $______

5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the sum of $______ per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to $______
effective ______ increased to $______
effective ______ increased to $______
effective ______ increased to $______

5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been sent to the Fund(s).

6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.

7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.

8. Payments of Employer contributions are to be mailed to the American National Bank and Trust Company of Chicago, LaSalle at Washington, Chicago, Illinois, 60690, or to such other depository as the Trustees may designate.

9. On or before the fifteenth (15th) day of the month after the date of a bill, the employer must report to the Fund(s) any changes in the status of members that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts billed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leaves, layoffs or other changes. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).

10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied first to any interest due and then to the oldest unpaid balance.

11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employer of the Association.

12. This Agreement and any interpretation thereof will be governed according to the laws of the State of Illinois.

(over)

13. For purposes of this Agreement, the following definitions will govern:

(1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).

(2) "Employee", as used herein, shall mean:

(a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or

(b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or

(c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.

(d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.

(e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

(3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.

(4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of a bill.

14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph either party is free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

HENKLE & MCCOY

EMPLOYER

P.O. BOX 847 1020 N BROADWAY
SALEM IL 62881

COMPLETE ADDRESS OF EMPLOYER

23-1535602

FEDERAL EMPLOYER NUMBER

BY ____________

TEAMSTERS LOCAL 347

UNION

BY ____________

If Employer is signed to Group Contract, give name of such Contract: ____________

CENTRAL STATES
SOUTHEAST AND
SOUTHWEST AREAS
HEALTH AND WELFARE AND PENSION FUNDS

EMPLOYEE TRUSTEES
[illegible]

EMPLOYER TRUSTEES
[illegible]

EXECUTIVE DIRECTOR
[illegible]

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, IL 60018-4938
PHONE: (708) 518-9800

THIS AGREEMENT made and entered into on the 18th day of May, 1993 by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for Employees (classification: ________________) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is May 15, 1993.

4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is __________.

5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following amounts per week / day for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:

Effective Date: May 15, 93 Amount: $ 83.00 per wk
Effective Date: May 15, 94 Amount: $ 88.00 per wk
Effective Date: __________ Amount: $ __________

5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the following amounts per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:

Effective Date: __________ Amount: $ __________
Effective Date: __________ Amount: $ __________
Effective Date: __________ Amount: $ __________

5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifi... such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been received by the Fund(s).

6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.

7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.

8. Payments of Employer contributions are to be mailed to Central States Health and Welfare and Pension Funds, Post Office Box 71147, Chicago, Illinois 60694, or to such other depository as the Trustees may designate.

9. On or before the fifteenth (15th) day of the month after the prepared date of a bill, the Employer must report to the Fund(s) any changes in the status of Employees that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts due on the Employees listed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leaves, layoffs or other changes. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).

10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied in accordance with the policy established by the Trustees.

11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employers of the Association.

12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

(over)

13. For purposes of this Agreement, the following definitions will govern:

(1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).

(2) "Employee", as used herein, shall mean:

(a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or

(b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined, and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or

(c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s), and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.

(d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.

(e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

(3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.

(4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the prepared date of a bill.

14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Herbelli & McCoy
EMPLOYER

Jolley Rd
Blue Bella Renn
COMPLETE ADDRESS OF EMPLOYER

FEDERAL EMPLOYER NUMBER

BY Jamie E Brandt Supt.

TEAMSTER, CHAUFFEURS & HELPERS LOCAL #627
7101 N. ALLEN RD.
PEORIA, ILLINOIS 61614

UNION

BY [signature]

If Employer is signed to Group/National Contract, give name of such Contract: ____________

Is the Employer represented by a bargaining association, yes/no. If Yes, name: ____________

MAR 28 P4:52

330

Rev. 1/92

CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE AND PENSION FUNDS

363 7100 - 0105-50-A -0300

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
8550 WEST BRYN MAWR AVENUE
CHICAGO, ILLINOIS
PHONE: (312) 693-3300

'24 P1:31

THIS AGREEMENT made and entered into on the 17th day of May, 1993 by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for employees (classification: Driver) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is 5-17-93

4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is N/A

5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the sum of $ 15.40 per day per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to $ 17.80 per day
effective 5-1-94 increased to $ ______
effective ______ increased to $ ______
effective ______ increased to $ ______

5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the sum of $ ______ per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees, said sum to be increased to $ ______
effective ______ increased to $ ______
effective ______ increased to $ ______
effective ______ increased to $ ______

5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been sent to the Fund(s).

6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.

7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.

8. Payments of Employer contributions are to be mailed to the American National Bank and Trust Company of Chicago, LaSalle at Washington, Chicago, Illinois, 60690, or to such other depository as the Trustees may designate.

9. On or before the fifteenth (15th) day of the month after the date of a bill, the Employer must report to the Fund(s) any changes in the status of members that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts billed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leaves, layoffs or other changes. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).

10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied first to any interest due and then to the oldest unpaid balance.

11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employers of the Association.

12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

(over)

13. For purposes of this Agreement, the following definitions will govern:

(1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).

(2) "Employee", as used herein, shall mean:

(a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or

(b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or

(c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.

(d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.

(e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

(3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.

(4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the date of [illegible].

14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) [illegible] shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Henkels & McCoy
EMPLOYER

P.O. Box 847
Salem. Il. 62881
COMPLETE ADDRESS OF EMPLOYER

Teamsters Local Union No. 50
UNION

FEDERAL EMPLOYER NUMBER

BY James E. Brandt

BY Stan B[illegible]

If Employer is signed to Group Contract, give name of such Contract:

12 PM 1:31

332

CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE AND PENSION FUNDS

3637100 - 0001 - 26-A

[illegible]
HAROLD LEU
EMPLOYER TRUSTEES
HOWARD McDOUGALL
ROBERT J. BAKER
R.V. PULLIAM, SR.
ARTHUR H. BUNTE, JR.
EXECUTIVE DIRECTOR
RONALD J. KUBALANZA

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, IL 60018-4938
PHONE: (708) 518-9800

JUN 25 P1:18

THIS AGREEMENT made and entered into on the 21st day of June 1993, by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for Employees (classification: Drivers) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is June 21, 1993.

4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is ____________.

5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following amounts per week / day for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:

Effective Date: 5/1/93	Amount: $ $83.00
Effective Date: 5/1/94	Amount: $ $85.00
Effective Date:	Amount: $

5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the following amounts per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:

Effective Date:	Amount: $
Effective Date:	Amount: $
Effective Date:	Amount: $

5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been received by the Fund(s).

6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.

7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.

8. Payments of Employer contributions are to be mailed to Central States Health and Welfare and Pension Funds, Post Office Box 71147, Chicago, Illinois 60694, or to such other depository as the Trustees may designate.

9. On or before the fifteenth (15th) day of the month after the prepared date of a bill, the Employer must report to the Fund(s) any changes in the status of Employees that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts due on the Employees listed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leaves, layoffs or other changes. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).

10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied in accordance with the policy established by the Trustees.

11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employers of the Association.

12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

(over)

13. For purposes of this Agreement, the following definitions will govern:

(1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).

(2) "Employee", as used herein, shall mean:

(a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or

(b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or

(c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.

(d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.

(e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

(3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.

(4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the prepared date of a bill.

14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

Hankels & McCoy
EMPLOYER

PO Box 847

Salem IL 62881
COMPLETE ADDRESS OF EMPLOYER

FEDERAL EMPLOYER NUMBER

BY [signature]

I.F.T Local #26
UNION

BY [signature], President

If Employer is signed to Group/National Contract, give name of such Contract: ____

Is the Employer represented by a bargaining association, yes/no. If Yes, name: ____

...25 P1:18

334

Rev. 1/82

CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE AND PENSION FUNDS

363711CO-0709-274-A

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, IL 60018-4938
PHONE: (708) 518-9800

THIS AGREEMENT made and entered into on the 4th day of August 1993 by and between the Employer and the Union signatory hereto by their duly authorized representatives.

WITNESSETH:

WHEREAS, the Union and the Employer have entered into a collective bargaining agreement which provides for participation in the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND in order to obtain retirement and/or health benefits for Employees (classification: Drivers) represented by the Union and employed by the Employer.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and subject to the written acceptance of the parties as participants by said Trust Fund(s), the Union and the Employer hereby agree as follows:

1. The Union and the Employer agree to be bound by, and hereby assent to, all of the terms of the Trust Agreement(s) creating said CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION AND/OR HEALTH AND WELFARE FUND, as amended, all of the rules and regulations heretofore adopted by the Trustees of said Trust Fund(s) pursuant to said Trust Agreement(s), and all of the actions of the Trustees in administering such Trust Fund(s) in accordance with the Trust Agreement(s) and rules adopted.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement(s) and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

3. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement(s) and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement(s).

4(a). In accordance with the collective bargaining agreement, the effective date of participation in the Pension Fund is August 4, 1993.

4(b). In accordance with the collective bargaining agreement, the effective date of participation in the Health and Welfare Fund is ____________.

5(a). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND the following amounts per week / day for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:

Effective Date: 8-4-93	Amount: $17.40 per day
Effective Date: 5-1-94	Amount: $17.80 per day
Effective Date:	Amount: $

5(b). The Employer shall contribute to the CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND the following amounts per week for its bargaining unit Employees pursuant to the terms of the collective bargaining agreement, and only for such Employees:

Effective Date:	Amount: $
Effective Date:	Amount: $
Effective Date:	Amount: $

5(c). If the Employer signs and enters into a new collective bargaining agreement with the Union, or modifies such current collective bargaining agreement, the Employer must notify the Trust Fund(s) of such contractual change, and further agrees that no applicable Statute of Limitations shall begin to run until such notice of contract change has been received by the Fund(s).

6. The Employer and Union represent to the Trustees that payments will be made only on behalf of Employees in the collective bargaining unit, excluding, by way of example but not limitation, self-employed persons and supervisors, among others.

7. This Agreement shall continue in full force and effect until such time as the Employer notifies the Fund(s) by certified mail (with a copy to the Local Union) that the Employer is no longer under a legal duty to make contributions to the Fund(s). The Employer shall set forth in the required written notice to the Fund(s) the specific basis upon which the Employer is relying in terminating its obligation to make contributions to the Fund(s). The Employer expressly agrees and hereby acknowledges by the signing of this Agreement that its obligation to make contributions to the Fund(s) shall continue until the above-mentioned written notice is received by the Fund(s) and the Trustees acknowledge the Employer's termination in writing.

8. Payments of Employer contributions are to be mailed to Central States Health and Welfare and Pension Funds, Post Office Box 71147, Chicago, Illinois 60694, or to such other depository as the Trustees may designate.

9. On or before the fifteenth (15th) day of the month after the prepared date of a bill, the Employer must report to the Fund(s) any changes in the status of Employees that are applicable to the period billed. Failure of an Employer to file a written report, on a form provided by the Fund(s) within said period constitutes automatic acceptance of and liability for the amounts due on the Employees listed. After said period has expired, an Employer will not be able to receive credit for any changes of employee status, regardless of actual terminations, leaves of absence, sick leaves, layoffs or other changes. No Statute of Limitations made applicable as a result of any change in Employee status shall begin to run until said report of such change has been delivered to the Fund(s).

10. In the event of a delinquency on the part of the Employer, interest will be charged at a rate in accordance with the Trust Agreement(s) per annum on the outstanding balance. Any subsequent payments on delinquencies will be applied in accordance with the policy established by the Trustees.

11. If an Employer signs a collective bargaining agreement through an Employer Association establishing participation in the Pension and/or Health and Welfare Fund, the respective Association's signature shall be binding on the respective Employers of the Association.

12. This Agreement and any interpretation thereof will be governed according to the law of the State of Illinois.

(over)

13. For purposes of this Agreement, the following definitions will govern:

(1) "Employer", as used herein, shall mean any Employer who is bound by a collective bargaining agreement with the Union and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund), or any Employer not presently a party to such collective bargaining agreement who satisfies the requirements for participation as established by the Trustees and agrees to be bound by the Trust Agreement (Pension and/or Health and Welfare Fund).

(2) "Employee", as used herein, shall mean:

(a) A person (other than a person employed in a supervisory capacity) who has been on the payroll of an Employer for at least thirty (30) days who is employed under the terms and conditions of a collective bargaining agreement as entered into between an Employer and a Union, and on whose behalf contributions are required to be made to the Pension and/or Health and Welfare Fund by the Employer; or

(b) All persons employed by the Union, as herein defined, upon being proposed by the Union and after acceptance by the Trustees as hereinafter defined; and as to such Union personnel the Union shall be considered an Employer, solely for the purpose of contributions, and shall, on behalf of such employees, make or be presently required to make contributions to the Pension and/or Health and Welfare Fund at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund for the same benefits; or

(c) All persons employed by CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, or CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS HEALTH AND WELFARE FUND upon acceptance by the Trustees as hereinafter defined; and as to such personnel the Trustees shall be deemed an Employer, solely for the purpose of contributions, within the meaning of the Agreement(s) and Declaration(s) of Trust and shall, on behalf of such personnel, make or be presently required to make contributions to the Trust(s) at the times and at the rate of payment equal to that required by any other Employer who participates in the Trust Fund(s) for the same benefits.

(d) In all instances the common law test, or the applicable statutory definition of master-servant relationship shall control the Employee status.

(e) The continuation of Employee status once established shall be subject to such reasonable rules as the Trustees may adopt according to law.

(3) Hours worked, for purposes of this Agreement, shall mean time of employment for which an Employee is entitled to wages and includes, but is not limited to, show up time, overtime and vacation time. Hours worked shall also include payment of wages which is the result of any National Labor Relations Board action, grievance procedure, or proceeding which resulted in the payment of back wages to an Employee by the Employer. Additionally, the hours worked shall also include any period for which the Fund(s) is (are) obligated under the Employee Retirement Income Security Act of 1974 to award credited service to an Employee.

(4) Delinquent Employer, for purposes of this Agreement, shall mean an Employer whose contribution payment is not received on the fifteenth day of the month after the prepared date of a bill.

14. It is expressly agreed to by the Employer (its successors, administrators, executors and assigns) who is or may become a party to the collective bargaining agreement (including all renewals and extensions thereof) referred to in the second paragraph of this Participation Agreement that any and all disputes arising between the Employer and the Fund(s) concerning the application and/or interpretation of the collective bargaining agreement's provision for contributions to said Trust Fund(s); this Participation Agreement; or the Fund(s) Trust Agreement as it relates to the Employer's obligations to submit contributions to the Fund(s) shall be submitted for resolution to the Trustees of the Fund(s) and need not be subject to the grievance-arbitration clause, or any other adjudicatory clause or clauses of the collective bargaining agreement. It is understood that in the event there remain any unresolved disputes between the parties to this Agreement after exhausting the procedure set forth in this paragraph, either party is free to seek appropriate judicial relief.

15. This Agreement is not binding upon the Fund(s) until accepted by the Trustees and confirmation of same is sent out over the signature of an authorized Fund(s) representative, normally the Executive Director.

IN WITNESS WHEREOF said Employer and Union have caused this instrument to be executed by their duly authorized representatives, the day and year first above written.

[signature] Henkels & McCoy, Inc.
EMPLOYER

P.O. Box 847
Salem, IL 62881

COMPLETE ADDRESS OF EMPLOYER

23-1535602
FEDERAL EMPLOYER NUMBER

BY [signature]

Teamsters Local Union No. 279
UNION

BY [signature]

If Employer is signed to Group/National Contract, give name of such Contract: Illinois Conference of Teamsters Construction Agreement

Is the Employer represented by a bargaining association, yes/(No) If Yes, name: ____________